

INTERAGENCY AGREEMENT

Agency or Department Name
Department or Agency Number
Contract Routing Number

THIS contract, Made this ____ day of _____ 200 __, by and between the State of Colorado for the use and benefit of the Department of _____ hereinafter referred to as _____, and _____ hereinafter referred to as _____.

Recitals:

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this contract under Encumbrance Number _____ in Fund Number _____, Appropriation Account _____ and Organization Number _____.

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

NOW THEREFORE, it is hereby agreed that

1. Statement of Work and Responsibilities

2. Payment Amount and Billing Procedure

In consideration of the obligation of [the Department] to perform in accordance with paragraph one, [the Department] will transfer \$_____ upon satisfactory completion of performance.

3. Performance Term. The term of this interagency agreement is from _____ through _____.

4. Availability of Funds. Payment pursuant to this agreement, if in any part federally funded, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. If any of said federal funds become unavailable, as determined by the department, either party may immediately terminate or seek to amend this agreement.

5. Record Keeping Requirements. [Department or Institution] shall maintain a complete file of all records, documents, communications and other material which pertain to this agreement for a period of three (3) years from the date of final payment under this agreement, unless [the department] requests that the records be retained for a longer period.

6. [The department] shall permit [State agency] and federal agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement.

7. Except as otherwise provided, the duties and obligations of _____ shall not be assigned, delegated or subcontracted except with the express prior written consent of [the Department]. All subcontractors will be subject to the requirements of this agreement.
8. Except as otherwise stated this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
9. Any failure of either party to performance in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement which cannot be resolved at the divisional level shall be referred to superior departmental management staff designated by each department. Failing resolution at that level, disputes shall be presented to the executive directors of each department for resolution. Failing resolution by the executive directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final.
10. Any of the parties shall have the right to terminate this agreement by giving the other party _____ days notice. If notice is given, the agreement will terminate at the end of _____ days, and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the parties shall not be released from duty to perform up-to-the-date of termination.
11. Controller's Approval. This interagency agreement shall not be deemed valid until it has been approved by the State Controller or a designated delegate of the State Controller. Payments for performance during the term as stated in 3 above, shall not be made until the contract is validated by the signature of the State Controller or a designated delegate of the State Controller.

DEPARTMENT OF _____

DEPARTMENT OF _____

Authorized Signature

Authorized Signature

STATE CONTROLLER:
Leslie M. Shenefelt

By _____

Date _____